



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**A. Job Offer Information**

1. Job Title * Farmworkers and Laborers							
2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment				
	22	22	3. Begin Date * 6/13/2022	4. End Date * 8/8/2022			
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
36	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday
							a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <u>2</u> : <u>00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
<b>Temporary Agricultural Services and Wage Offer Information</b>							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *	8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$		
\$ <u>15</u> <u>37</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH	\$ _____				
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) The employer will make the following deductions: FICA taxes, income tax, state income tax, cash advances, overpayment of wages; and charges for any loss to the employer due to the worker's damage or loss of equipment or housing items where it is shown that the worker is responsible, any other deductions expressly authorized by the worker.							



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3. Training: number of <u>months</u> required. *	
0		0	
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input type="checkbox"/> e. Lifting requirement _____ lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) *			
Drug/Alcohol Testing: Alta Citrus may conduct a drug/alcohol test at the employer's expense on all new applicants post-employment.			

**C. Place of Employment Information**

1. Address/Location *			
Bayer 9452 W County Road 1850 S.			
2. City *	3. State *	4. Postal Code *	5. County *
La Crosse	Indiana	46348	La Porte
6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *			
Field 2155			
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**D. Housing Information**

1. Housing Address/Location *			
Red Roof Inn 110 West Kieffer Road			
2. City *	3. State *	4. Postal Code *	5. County *
Michigan City	Indiana	46360	La Porte
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Hotel		11	22
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *			
Employer leased housing.			
Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all-female workers will be housed with other females and all-male workers will be housed with other males.			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**E. Provision of Meals**

<p>1. Describe <u>how</u> the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (Please begin response on this form and use Addendum C if additional space is needed.) Haro's Supermarket, Inc. will deliver three (3) catered meals per day, and will deduct \$14.00 per day from each employee residing in the housing facility located at Red Roof Inn (110 W. Kieffer Rd. Michigan City, IN 46360) for the cost of meals.</p>	
2. If meals are provided, the employer: *	<input type="checkbox"/> <b>WILL NOT</b> charge workers for such meals.
	<input checked="" type="checkbox"/> <b>WILL</b> charge workers for such meals at \$ <u>14</u> . <u>00</u> per day per worker.

**F. Transportation and Daily Subsistence**

<p>1. Describe the terms and arrangement for daily transportation the employer will provide to workers. * (Please begin response on this form and use Addendum C if additional space is needed.) The employer will provide transportation once per week for workers to the bank, laundry facilities, and to grocery stores to obtain necessities.</p>		
<p>2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). * (Please begin response on this form and use Addendum C if additional space is needed.) The employer attests to abide by all guidelines listed within items 7.a &amp; 7.b of Conditions of Employment and Assurances.</p>		
3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>14</u> . <u>00</u> per day *
	b. no more than	\$ <u>59</u> . <u>00</u> per day with receipts

H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor



**G. Referral and Hiring Instructions**

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. \*

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Telephone Number to Apply \*

+1 (863) 452-1230

3. Email Address to Apply \*

N/A

4. Website address (URL) to Apply \*

<https://www.indianacareerconnect.com/vosnet/Default.aspx>

**H. Additional Material Terms and Conditions of the Job Offer**

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? \*

☒ Yes ☐ No



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders**

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

*Request for Conditional Access to Intrastate or Interstate Clearance System:* Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

**A. Transportation to Place of Employment (Inbound)**

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

**B. Transportation from Place of Employment (Outbound)**

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

**Important Note:** In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).





H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**

- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

1. Last (family) name *	2. First (given) name *	3. Middle initial \$
Gamez	Carlos	
4. Title *		
President		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		4/21/2022

**Employment Service Statement**

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

**Public Burden Statement (1205-0466)**

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.





H-2A Agricultural Clearance Order  
Form ETA-790A Addendum A  
U.S. Department of Labor

**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Corn Detassel	\$ 15 . 89	Hour	\$70.00 per clean acre (to be paid at \$40.00 for 1st pass, \$20.00 for 2nd pass, \$10.00 for 3rd pass); \$15.89 per hour guaranteed (minimum 0.10 acres per hour)
	General Farm Labor	\$ 15 . 89	Hour	\$15.89 per hour guaranteed
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		

H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor



**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	County Road 1000 South La Crosse, Indiana 46348 LA PORTE	Field 2243 - GPS Coordinates: 41.28834700, -86.92943833	6/13/2022	8/8/2022	22
Bayer	1303 E Division Rd. La Porte, Indiana 46350 LA PORTE	Field	6/13/2022	8/8/2022	22
Bayer	State Road 8 La Crosse, Indiana 46348 LA PORTE	Field 2151 & 2300 - GPS Coordinates: 41.3160; -86.930	6/13/2022	8/8/2022	22
Bayer	State Road 8 La Crosse, Indiana 46348 LA PORTE	Field 2153 - GPS Coordinates: 41.317366, -86.924624	6/13/2022	8/8/2022	22
Bayer	State Road 8 La Crosse, Indiana 46348 LA PORTE	Field 2154 - GPS Coordinates: 41.3065, -86.925 & 41.29560402, -86.91201024	6/13/2022	8/8/2022	22
Bayer	South 875 West La Crosse, Indiana 46348 LA PORTE	Field 2156, 2157, 2158 - GPS Coordinates: 41.3099; -86.863	6/13/2022	8/8/2022	22
Bayer	19369 South 1100 West La Crosse, Indiana 46348 LA PORTE	Field 2159	6/13/2022	8/8/2022	22
Bayer	County Road 1000 South La Crosse, Indiana 46348 LA PORTE	Field 2243 - GPS Coordinates: 41.2883; -86.930 & 41.28834700, -86.92943833	6/13/2022	8/8/2022	22
Bayer	22507 South 1100 West La Crosse, Indiana 46348 LA PORTE	Field 2244	6/13/2022	8/8/2022	22
Bayer	21326 South 1100 West La Crosse, Indiana 46348 LA PORTE	Field 2288	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	527-559 E 1000 S. Kouts, Indiana 46347 PORTER	Field 2302	6/13/2022	8/8/2022	22
Bayer	830-898 S County Road 600 E. Kouts, Indiana 46347 PORTER	Field 2303	6/13/2022	8/8/2022	22
Bayer	22824 S County Road 1100 W. La Crosse, Indiana 46348 LA PORTE	Field 2349	6/13/2022	8/8/2022	22
Bayer	E County Road 1200 S. Kouts, Indiana 46347 PORTER	Field 2420	6/13/2022	8/8/2022	22
Bayer	17501-17819 S County Road 400 W. Hanna, Indiana 46340 LA PORTE	Field 3008	6/13/2022	8/8/2022	22
Bayer	2484 West 1400 South Hanna, Indiana 46340 LA PORTE	Field 3042 - GPS Coordinates: 41.4042,- 86.746 & 41.40340167, -86.74616600	6/13/2022	8/8/2022	22
Bayer	South 400 West Hanna, Indiana 46340 LA PORTE	Field 3053 - GPS Coordinates: 41.3607; - 86.785 & 41.36077030, -86.78067580	6/13/2022	8/8/2022	22
Bayer	15774 South 400 West Hanna, Indiana 46340 LA PORTE	Field 3067	6/13/2022	8/8/2022	22
Bayer	North 300 East Milford, Indiana 46542 LA PORTE	Field 3158 - GPS Coordinates: 41.35390451, - 86.78567559	6/13/2022	8/8/2022	22
Bayer	West 1800 South La Crosse, Indiana 46348 LA PORTE	Field 3159 - GPS Coordinates: 41.3538; - 86.794 & 41.34696140, -86.77672170	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	4001-4261 W County Road 1800 S. Hanna, Indiana 46340 LA PORTE	Field 3160 & 3161	6/13/2022	8/8/2022	22
Bayer	S County Road 400 W. Hanna, Indiana 46340 LA PORTE	Field 3162 - GPS Coordinates: 41.375768, - 86.775464	6/13/2022	8/8/2022	22
Bayer	16956 S County Road 300 W Hanna, Indiana 46340 LA PORTE	Field 3164	6/13/2022	8/8/2022	22
Bayer	2600-2832 W County Road 1500 S. Hanna, Indiana 46340 LA PORTE	Field 3169 & 3334	6/13/2022	8/8/2022	22
Bayer	2728 West 1500 South Hanna, Indiana 46340 LA PORTE	Field 3170	6/13/2022	8/8/2022	22
Bayer	4332 W County Road 1450 S. Hanna, Indiana 46340 LA PORTE	Field 3193	6/13/2022	8/8/2022	22
Bayer	W County Road 1900 S. Hanna, Indiana 46340 LA PORTE	Field 3218 - GPS Coordinates: 41.331784, - 86.804744	6/13/2022	8/8/2022	22
Bayer	6001-6883 W County Road 1900 S. La Crosse, Indiana 46348 LA PORTE	Field 3220	6/13/2022	8/8/2022	22
Bayer	4835 N Range Rd. Knox, Indiana 46534 STARKE	Field 3221	6/13/2022	8/8/2022	22
Bayer	W County Road 1600 S. Hanna, Indiana 46340 LA PORTE	Field 3238 - GPS Coordinates: 41.375381, - 86.775636	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	S County Road 500 W. Hanna, Indiana 46340 LA PORTE	Field 3274	6/13/2022	8/8/2022	22
Bayer	2600 West 1500 South Hanna, Indiana 46340 LA PORTE	Field 3335	6/13/2022	8/8/2022	22
Bayer	South 400 West Hanna, Indiana 46340 LA PORTE	Field 3381 - GPS Coordinates: 41.3664; - 86.775	6/13/2022	8/8/2022	22
Bayer	41.3970; -86.764 Hanna, Indiana 46340 LA PORTE	Field 3382	6/13/2022	8/8/2022	22
Bayer	County Road 1475 South Hanna, Indiana 46340 LA PORTE	Field 3394	6/13/2022	8/8/2022	22
Bayer	14491 South 300 West Hanna, Indiana 46340 LA PORTE	Field 3417 - GPS Coordinates: 41.3969,- 86.755; & 41.39344500, -86.74656550	6/13/2022	8/8/2022	22
Bayer	5990 West 1100 South Union Mills, Indiana 46382 LA PORTE	Field 4003	6/13/2022	8/8/2022	22
Bayer	West 900 South Haskell, Indiana 46390 LA PORTE	Field 4004 - GPS Coordinates 41.4846; - 86.805	6/13/2022	8/8/2022	22
Bayer	6396 West 900 South Haskell, Indiana 46382 LA PORTE	Field 4009	6/13/2022	8/8/2022	22
Bayer	West 1050 South Wanatah, Indiana 46390 LA PORTE	Field 4011 - GPS Coordinates: 41.4591; - 86.853	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	9822 West 1000 South Wanatah, Indiana 46390 LA PORTE	Field 4025	6/13/2022	8/8/2022	22
Bayer	11954 West 1200 South Wanatah, Indiana 46390 LA PORTE	Field 4070	6/13/2022	8/8/2022	22
Bayer	11001–11529 S County Road 1100 W. Wanatah, Indiana 46390 LA PORTE	Field 4071	6/13/2022	8/8/2022	22
Bayer	7487 West 1050 South Union Mills, Indiana 46382 LA PORTE	Field 4072 - GPS Coordinates: 41.4554,- 86.853 & 41.44833214, -86.84525139	6/13/2022	8/8/2022	22
Bayer	7051–7399 W County Road 1050 S. Union Mills, Indiana 46382 LA PORTE	Field 4073	6/13/2022	8/8/2022	22
Bayer	10007–10069 S County Road 700 W. Union Mills, Indiana 46382 LA PORTE	Field 4074	6/13/2022	8/8/2022	22
Bayer	9163 South 700 West Union Mills, Indiana 46382 LA PORTE	Field 4075 - GPS Coordinates: 41.4655,- 86.834 & 41.44833214, -86.84525139	6/13/2022	8/8/2022	22
Bayer	9001–10005 S County Road 700 W. Union Mills, Indiana 46382 LA PORTE	Field 4077	6/13/2022	8/8/2022	22
Bayer	9534 S County Road 700 W. Union Mills, Indiana 46382 LA PORTE	Field 4078	6/13/2022	8/8/2022	22
Bayer	11753 South 700 West Wanatah, Indiana 46390 LA PORTE	Field 4083	6/13/2022	8/8/2022	22





H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	6448 West 1100 South Union Mills, Indiana 46382 LA PORTE	Field 4084	6/13/2022	8/8/2022	22
Bayer	10647 South 700 West Union Mills, Indiana 46382 LA PORTE	Field 4085	6/13/2022	8/8/2022	22
Bayer	7192 West 1050 South Union Mills, Indiana 46382 LA PORTE	Field 4087	6/13/2022	8/8/2022	22
Bayer	South 700 West Union Mills, Indiana 46382 LA PORTE	Field 4088 - GPS Coordinates: 41.4445; - 86.842	6/13/2022	8/8/2022	22
Bayer	8645 South 600 West Thomaston, Indiana 46382 LA PORTE	Field 4112	6/13/2022	8/8/2022	22
Bayer	10254 S County Road 700 W. Union Mills, Indiana 46382 LA PORTE	Field 4118	6/13/2022	8/8/2022	22
Bayer	6018–6162 W County Road 1050 S. Union Mills, Indiana 46382 LA PORTE	Field 4121	6/13/2022	8/8/2022	22
Bayer	10150–10450 S County Road 700 W. Union Mills, Indiana 46382 LA PORTE	Field 4174	6/13/2022	8/8/2022	22
Bayer	9001–9251 W Bailey Rd. Wanatah, Indiana 46390 LA PORTE	Field 4251	6/13/2022	8/8/2022	22
Bayer	149–189 S County Road 650 E. Valparaiso, Indiana 46383 PORTER	Field 4272	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	8201-8335 W County Road 1450 S. Wanatah, Indiana 46390 LA PORTE	Field 4274	6/13/2022	8/8/2022	22
Bayer	11000-11528 S County Road 1100 W. Wanatah, Indiana 46390 LA PORTE	Field 4345	6/13/2022	8/8/2022	22
Bayer	9963 South 600 West Thomaston, Indiana 46382 LA PORTE	Field 4350 - GPS Coordinates: 41.4765,- 86.815 & 41.46701330, -86.80737830	6/13/2022	8/8/2022	22
Bayer	9498 South 600 West Thomaston, Indiana 46382 LA PORTE	Field 4351	6/13/2022	8/8/2022	22
Bayer	11478 West 1100 South Wanatah, Indiana 46390 LA PORTE	Field 4393	6/13/2022	8/8/2022	22
Bayer	8617-8969 S County Road 600 W. Union Mills, Indiana 46382 LA PORTE	Field 4411	6/13/2022	8/8/2022	22
Bayer	Dartmoor Road Kingsford Heights, Indiana 46346 LA PORTE	Field 5000, 5001, 5002, 5003 - GPS Coordinates: 41.4709,-86.684	6/13/2022	8/8/2022	22
Bayer	9033 South 150 West Thomaston, Indiana 46382 LA PORTE	Field 5010 - GPS Coordinates: 41.4801,- 86.728 & 41.46926626, -86.72570246	6/13/2022	8/8/2022	22
Bayer	County Road 500 South La Porte, Indiana 46340 LA PORTE	Field 5012	6/13/2022	8/8/2022	22
Bayer	3178-3596 W County Road 1200 S. Hanna, Indiana 46340 LA PORTE	Field 5024 & 5026	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	2382 E. 950 S Hamlet, Indiana 46532 LA PORTE	Field 5030	6/13/2022	8/8/2022	22
Bayer	1498 W. 1000 S. Thomaston, Indiana 46382 LA PORTE	Field 5037	6/13/2022	8/8/2022	22
Bayer	1803 East 1100 South Thomaston, Indiana 46382 LA PORTE	Field 5041	6/13/2022	8/8/2022	22
Bayer	506-998 W County Road 1300 S. Hanna, Indiana 46382 LA PORTE	Field 5050	6/13/2022	8/8/2022	22
Bayer	500 Severn Court Kingsford Heights, Indiana 46382 LA PORTE	Field 5066	6/13/2022	8/8/2022	22
Bayer	1000-1998 W 1000 S. Union Mills, Indiana 46382 LA PORTE	Field 5079	6/13/2022	8/8/2022	22
Bayer	41.5156; -86.778 La Porte, Indiana 46346 LA PORTE	Field 5080 - GPS Coordinates: 41.5156,- 86.778 & 41.51581175, -86.77491756	6/13/2022	8/8/2022	22
Bayer	6829 South 400 West Thomaston, Indiana 46382 LA PORTE	Field 5081 - GPS Coordinates: 41.5104,- 86.778 & 41.50283460, -86.77435294	6/13/2022	8/8/2022	22
Bayer	11001-11743 S County Road 375 W. Union Mills, Indiana 46382 LA PORTE	Field 5082	6/13/2022	8/8/2022	22
Bayer	6576-6984 S 400 W. Union Mills, Indiana 46382 LA PORTE	Field 5110	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	41.5211; -86.745 La Porte, Indiana 46350 LA PORTE	Field 5124 - GPS Coordinates: 41.5211, -86.745 & 41.52111869, -86.74066778	6/13/2022	8/8/2022	22
Bayer	6057-6073 SR-39 La Porte, Indiana 46350 LA PORTE	Field 5125	6/13/2022	8/8/2022	22
Bayer	41.5165; -86.739 La Porte, Indiana 46350 LA PORTE	Field 5126 - GPS Coordinates: 41.5165, -86.739 & 41.517477, -86.735213	6/13/2022	8/8/2022	22
Bayer	6501 State Road 39 La Porte, Indiana 46350 LA PORTE	Field 5127 - GPS Coordinates: 41.5071, -86.739 & 41.50202860, -86.73101000	6/13/2022	8/8/2022	22
Bayer	State Road 39 La Porte, Indiana 46350 LA PORTE	Field 5128 & 5129 - GPS Coordinates: 41.5054; -86.744, 41.49835440, -86.74885700, & 41.5120, -86.701	6/13/2022	8/8/2022	22
Bayer	8934-8998 S Range Rd. Union Mills, Indiana 46382 LA PORTE	Field 5134	6/13/2022	8/8/2022	22
Bayer	51 W County Road 850 S. Union Mills, Indiana 46382 LA PORTE	Field 5135	6/13/2022	8/8/2022	22
Bayer	8000-8058 S Range Rd. Union Mills, Indiana 46382 LA PORTE	Field 5136	6/13/2022	8/8/2022	22
Bayer	Range Rd. La Porte, Indiana 46350 LA PORTE	Field 5137 - GPS Coordinates: 41.497796, -86.692967	6/13/2022	8/8/2022	22
Bayer	1200-1926 E County Road 1000 S. Hamlet, Indiana 46532 LA PORTE	Field 5140	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	2001–2749 E County Road 1000 S. Hamlet, Indiana 46532 LA PORTE	Field 5141	6/13/2022	8/8/2022	22
Bayer	10000–10318 S US-35 Hamlet, Indiana 46532 LA PORTE	Field 5142	6/13/2022	8/8/2022	22
Bayer	3615–4243 E County Road 1000 S. Hamlet, Indiana 46532 LA PORTE	Field 5145	6/13/2022	8/8/2022	22
Bayer	472 East 1200 South Thomaston, Indiana 46382 LA PORTE	Field 5148 - GPS Coordinates: 41.4328,- 86.697 & 41.42926383, -86.68820433	6/13/2022	8/8/2022	22
Bayer	9198 South 100 West Thomaston, Indiana 46382 LA PORTE	Field 5177 - GPS Coordinates: 41.4780,- 86.719 & 41.47283555, -86.71905720	6/13/2022	8/8/2022	22
Bayer	2110 W 500 S. Magee, Indiana 46350 LA PORTE	Field 5178 - GPS Coordinates: 41.5305,- 86.755 & 41.53224012, -86.74313363	6/13/2022	8/8/2022	22
Bayer	386 Hupp Road La Porte, Indiana 46350 LA PORTE	Field 5180 - GPS Coordinates: 41.5125,- 86.687 ; 41.51736720, -86.68384090	6/13/2022	8/8/2022	22
Bayer	6201–6421 S Fourth Line Rd. La Porte, Indiana 46350 LA PORTE	Field 5183	6/13/2022	8/8/2022	22
Bayer	616 W County Road 1150 S. Union Mills, Indiana 46382 LA PORTE	Field 5184	6/13/2022	8/8/2022	22
Bayer	8500–9086 S County Road 150 W. Union Mills, Indiana 46382 LA PORTE	Field 5185	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	10616 S County Road 100 W. Union Mills, Indiana 46382 LA PORTE	Field 5187	6/13/2022	8/8/2022	22
Bayer	662-798 W County Road 1150 S. Union Mills, Indiana 46382 LA PORTE	Field 5188	6/13/2022	8/8/2022	22
Bayer	1068 West 1150 South Thomaston, Indiana 46382 LA PORTE	Field 5189	6/13/2022	8/8/2022	22
Bayer	10598-10688 S County Road 100 W. Hanna, Indiana 46382 LA PORTE	Field 5194	6/13/2022	8/8/2022	22
Bayer	10958-11346 S County Road 300 W. Hanna, Indiana 46382 LA PORTE	Field 5196	6/13/2022	8/8/2022	22
Bayer	Long Lane Union Mills, Indiana 46382 LA PORTE	Field 5197 - GPS Coordinates: 41.446555, - 86.761694	6/13/2022	8/8/2022	22
Bayer	6607 South West Thomaston, Indiana 46382 LA PORTE	Field 5198	6/13/2022	8/8/2022	22
Bayer	6351 South 500 West Thomaston, Indiana 46382 LA PORTE	Field 5199	6/13/2022	8/8/2022	22
Bayer	6733 South 500 West Thomaston, Indiana 46382 LA PORTE	Field 5200	6/13/2022	8/8/2022	22
Bayer	State Road 39 La Porte, Indiana 46350 LA PORTE	Field 5201 - GPS Coordinates: 41.4475; - 86.732	6/13/2022	8/8/2022	22





H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	2170–2332 W County Road 1150 S. Union Mills, Indiana 46382 LA PORTE	Field 5203	6/13/2022	8/8/2022	22
Bayer	2629–2999 W County Road 1150 S. Union Mills, Indiana 46382 LA PORTE	Field 5204	6/13/2022	8/8/2022	22
Bayer	Long Lane Hanna, Indiana 46340 LA PORTE	Field 5205	6/13/2022	8/8/2022	22
Bayer	State Road 39 La Porte, Indiana 46350 LA PORTE	Field 5206 - GPS Coordinates: 41.4510; - 86.736	6/13/2022	8/8/2022	22
Bayer	1486 West 1150 South Thomaston, Indiana 46382 LA PORTE	Field 5207	6/13/2022	8/8/2022	22
Bayer	5900–5912 S County Road 300 W. La Porte, Indiana 46350 LA PORTE	Field 5215	6/13/2022	8/8/2022	22
Bayer	2663–2999 W County Road 500 S. La Porte, Indiana 46350 LA PORTE	Field 5216	6/13/2022	8/8/2022	22
Bayer	2996 W 500 S. Magee, Indiana 46350 LA PORTE	Field 5217	6/13/2022	8/8/2022	22
Bayer	41.5165; -86.730 La Porte, Indiana 46350 LA PORTE	Field 5221	6/13/2022	8/8/2022	22
Bayer	3712 W. 500 S. Magee, Indiana 46350 LA PORTE	Field 5222	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	10384 US 35 South Center, Indiana 46350 LA PORTE	Field 5228	6/13/2022	8/8/2022	22
Bayer	E 100 South La Porte, Indiana 46532 LA PORTE	Field 5230 - GPS Coordinates: 41.4545; - 86.654	6/13/2022	8/8/2022	22
Bayer	E 100 South La Porte, Indiana 46532 LA PORTE	Field 5232 - GPS Coordinates: 41.4544; - 86.659	6/13/2022	8/8/2022	22
Bayer	State Road 39 La Porte, Indiana 46350 LA PORTE	Field 5241 - GPS Coordinates: 41.5245; - 86.738	6/13/2022	8/8/2022	22
Bayer	1551 US-6 La Porte, Indiana 46350 LA PORTE	Field 5242	6/13/2022	8/8/2022	22
Bayer	State Road 39 La Porte, Indiana 46350 LA PORTE	Field 5276	6/13/2022	8/8/2022	22
Bayer	507-999 W County Road 1300 S. Union Mills, Indiana 46382 LA PORTE	Field 5310	6/13/2022	8/8/2022	22
Bayer	544 West 1200 South Thomaston, Indiana 46382 LA PORTE	Field 5311	6/13/2022	8/8/2022	22
Bayer	2-480 W County Road 1200 S. Union Mills, Indiana 46382 LA PORTE	Field 5312	6/13/2022	8/8/2022	22
Bayer	W 930 S. Union Mills, Indiana 46382 LA PORTE	Field 5336 - GPS Coordinates: 41.472951, - 86.738166	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	1999 South 500 West Pinola, Indiana 46350 LA PORTE	Field 5339	6/13/2022	8/8/2022	22
Bayer	1452 S County Road 400 W. La Porte, Indiana 46350 LA PORTE	Field 5340	6/13/2022	8/8/2022	22
Bayer	41.5055; -86.765 Wellsboro, Indiana 46382 LA PORTE	Field 5341	6/13/2022	8/8/2022	22
Bayer	4619 South 500 West Pinola, Indiana 46350 LA PORTE	Field 5348 - GPS Coordinates: 41.5411, -86.798 & 41.53860183, -86.79095417	6/13/2022	8/8/2022	22
Bayer	6722 West 100 South Durham, Indiana 46350 LA PORTE	Field 5349	6/13/2022	8/8/2022	22
Bayer	4652 S County Road 300 W. La Porte, Indiana 46350 LA PORTE	Field 5359	6/13/2022	8/8/2022	22
Bayer	W County Road 1200 S. Union Mills, Indiana 46382 LA PORTE	Field 5396 - GPS Coordinates: 41.432948, -86.709332	6/13/2022	8/8/2022	22
Bayer	2572 W County Road 1250 S. Hanna, Indiana 46340 LA PORTE	Field 5398	6/13/2022	8/8/2022	22
Bayer	9217-9999 S County Road 475 W. Union Mills, Indiana 46382 LA PORTE	Field 5400, 5401, & 5405- GPS Coordinates: 41.465424, -86.790648, 41.468012, -86.79078, & 41.470884, -86.790905	6/13/2022	8/8/2022	22
Bayer	S County Road 300 W. Wellsboro, Indiana 46382 LA PORTE	Field 5402 - GPS Coordinates: 41.4873; -86.757	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	2948 West 800 South Union Mills, Indiana 46382 LA PORTE	Field 5403	6/13/2022	8/8/2022	22
Bayer	9216-9998 S County Road 475 W. Union Mills, Indiana 46382 CLINTON	Field 5406	6/13/2022	8/8/2022	22
Bayer	9471-9771 S County Road 400 W. Union Mills, Indiana 46382 LA PORTE	Field 5407	6/13/2022	8/8/2022	22
Bayer	4857 W Joliet Rd. La Porte, Indiana 46350 LA PORTE	Field 5418	6/13/2022	8/8/2022	22
Bayer	West Wellsboro, West Sand Road Union Mills, Indiana 46382 LA PORTE	Field 5419 - GPS Coordinates: 41.5054,- 86.787 & 41.50034870, -86.78054350	6/13/2022	8/8/2022	22
Bayer	2037-2419 US-6, La Porte, Indiana 46350 LA PORTE	Field 5420	6/13/2022	8/8/2022	22
Bayer	W 250 S. Pinola, Indiana 46350 LA PORTE	Field 5451 - GPS Coordinates: 41.5678,- 86.822 & 41.56769317, -86.81042215	6/13/2022	8/8/2022	22
Bayer	South 175 West Union Mills, Indiana 46382 LA PORTE	Field 5455 - GPS Coordinates: 41.4911,- 86.733 & 41.48382430, -86.72899300	6/13/2022	8/8/2022	22
Bayer	1001-1499 W County Road 850 S. Union Mills, Indiana 46382 LA PORTE	Field 5456	6/13/2022	8/8/2022	22
Bayer	3464-3816 SR-2. La Porte, Indiana 46350 LA PORTE	Field 5481	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	41.5421; -86.772 La Porte, Indiana 46350 LA PORTE	Field 5495	6/13/2022	8/8/2022	22
Bayer	4850 E. 1000 S. Hamlet, Indiana 46532 LA PORTE	Field 6052 - GPS Coordinates: 41.4616,- 86.611 & 41.46167161, -86.60198481	6/13/2022	8/8/2022	22
Bayer	8305-8539 N County Road 700 E. Hamlet, Indiana 46532 STARKE	Field 6191	6/13/2022	8/8/2022	22
Bayer	2000-2278 N 500 E. Knox, Indiana 46534 STARKE	Field 6200	6/13/2022	8/8/2022	22
Bayer	8240 N County Road 700 E. Hamlet, Indiana 46532 STARKE	Field 6203	6/13/2022	8/8/2022	22
Bayer	Robbins Road Hamlet, Indiana 46532 STARKE	Field 6209 - GPS Coordinates: 41.4256,- 86.562	6/13/2022	8/8/2022	22
Bayer	5500-5998 E County Road 1100 S. Hamlet, Indiana 46532 LA PORTE	Field 6217	6/13/2022	8/8/2022	22
Bayer	North 525 East Hamlet, Indiana 46532 STARKE	Field 6223 - GPS Coordinates: 41.4104,- 86.594	6/13/2022	8/8/2022	22
Bayer	6310-6888 E County Road 1000 S. Walkerton, Indiana 46574 LA PORTE	Field 6225 & 6226 - GPS Coordinates: 41.461745, -86.568022 & 41.461753, -86.570315	6/13/2022	8/8/2022	22
Bayer	10712 S County Road 750 E. Walkerton, Indiana 46574 LA PORTE	Field 6237 - GPS Coordinates: 41.449941, - 86.553644	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	41.454; -86.6177 La Porte, Indiana 46350 LA PORTE	Field 6278	6/13/2022	8/8/2022	22
Bayer	East 700 North La Porte, Indiana 46532 LA PORTE	Field 6279 - GPS Coordinates: 41.4023; -86.594	6/13/2022	8/8/2022	22
Bayer	8635 N County Road 700 E. Hamlet, Indiana 46532 STARKE	Field 6280	6/13/2022	8/8/2022	22
Bayer	11000-11248 S 600 E. Hamlet, Indiana 46532 LA PORTE	Field 6281	6/13/2022	8/8/2022	22
Bayer	3001-3685 N County Road 700 E. Grovertown, Indiana 6384 STARKE	Field 6384	6/13/2022	8/8/2022	22
Bayer	East 500 North Hamlet, Indiana 46532 STARKE	Field 6387 - GPS Coordinates: 41.3749,-86.538	6/13/2022	8/8/2022	22
Bayer	8259-8377 E 400 N Grovertown, Indiana 46531 STARKE	Field 6388	6/13/2022	8/8/2022	22
Bayer	Spruce Road Plainfield, Indiana 46552 ST JOSEPH	Field 7245 - GPS Coordinates: 41.7155,-86.462	6/13/2022	8/8/2022	22
Bayer	52760 Snowberry Road Olive, Indiana 46552 ST JOSEPH	Field 7246 - GPS Coordinates: 41.7264,-86.452	6/13/2022	8/8/2022	22
Bayer	53248-53830 Snowberry Rd. New Carlisle, Indiana 46552 ST JOSEPH	Field 7247	6/13/2022	8/8/2022	22





H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	29412-29798 US-20 New Carlisle, Indiana 46552 ST JOSEPH	Field 7248	6/13/2022	8/8/2022	22
Bayer	53251 Tamarack Rd. New Carlisle, Indiana 46552 ST JOSEPH	Field 7249	6/13/2022	8/8/2022	22
Bayer	10211-10799 E 200 S. North Liberty, Indiana 46554 LA PORTE	Field 7250	6/13/2022	8/8/2022	22
Bayer	4038 Pumping Station Road La Porte, Indiana 46371 LA PORTE	Field 7251	6/13/2022	8/8/2022	22
Bayer	41.6437; -86.591 Rolling Prairie, Indiana 46371 LA PORTE	Field 7253 - GPS Coordinates: 41.6437, -86.591	6/13/2022	8/8/2022	22
Bayer	5046 East 200 North La Porte, Indiana 46371 LA PORTE	Field 7254, 7282	6/13/2022	8/8/2022	22
Bayer	41.62180592, -86.59186965 Rolling Prairie, Indiana 46371 LA PORTE	Field 7256	6/13/2022	8/8/2022	22
Bayer	Rose Road South Bend, Indiana 46628 ST JOSEPH	Field 7257 - GPS Coordinates: 41.7000; -86400	6/13/2022	8/8/2022	22
Bayer	27211-27249 US-20. South Bend, Indiana 46628 ST JOSEPH	Field 7258	6/13/2022	8/8/2022	22
Bayer	Rosewood Road Olive, Indiana 46552 ST JOSEPH	Field 7259 - GPS Coordinates: 41.7191; -86.398	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	41.7442;-86.360 North Liberty, Indiana 46554 ST JOSEPH	Field 7260	6/13/2022	8/8/2022	22
Bayer	Pumping Station Road La Porte, Indiana 46365 LA PORTE	Field 7264 - GPS Coordinates: 41.6273,- 86.666	6/13/2022	8/8/2022	22
Bayer	State Road 2 Rolling Prairie, Indiana 46371 LA PORTE	Field 7265 - GPS Coordinates: 41.6682; - 86.591	6/13/2022	8/8/2022	22
Bayer	4344 N 500 E. Rolling Prairie, Indiana 46371 LA PORTE	Field 7268	6/13/2022	8/8/2022	22
Bayer	4468-4498 N County Road 600 E. Rolling Prairie, Indiana 46371 LA PORTE	Field 7269	6/13/2022	8/8/2022	22
Bayer	S 200 E. Durham, Indiana 46350 LA PORTE	Field 7272 - GPS Coordinates: 41.5809; - 86.655	6/13/2022	8/8/2022	22
Bayer	529-999 S County Highway 400 E La Porte, Indiana 46350 LA PORTE	Field 7277	6/13/2022	8/8/2022	22
Bayer	41.5972; -86.649 La Porte, Indiana 46350 LA PORTE	Field 7278	6/13/2022	8/8/2022	22
Bayer	5624-5728 E County Road 100 S. Mill Creek, Indiana 46365 LA PORTE	Field 7279	6/13/2022	8/8/2022	22
Bayer	1001-1869 S 500 E. La Porte, Indiana 46365 LA PORTE	Field 7280	6/13/2022	8/8/2022	22

H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor



**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	2 North 250 East Durham, Indiana 46350 LA PORTE	Field 7288	6/13/2022	8/8/2022	22
Bayer	480–832 S County Road 300 E. La Porte, Indiana 46350 LA PORTE	Field 7290	6/16/2022	8/8/2022	22
Bayer	121 South 300 East Durham, Indiana 46350 LA PORTE	Field 7291	6/13/2022	8/8/2022	22
Bayer	9488 East 50 North La Porte, Indiana 46365 LA PORTE	Field 7292	6/13/2022	8/8/2022	22
Bayer	27760 East Michigan Street New Carlisle, Indiana 46628 ST JOSEPH	Field 7294, 7296, & 7297	6/13/2022	8/8/2022	22
Bayer	2153 North 500 East Rolling Prairie, Indiana 46371 LA PORTE	Field 7295	6/13/2022	8/8/2022	22
Bayer	41.5990; -86.610 La Porte, Indiana 46350 LA PORTE	Field 7301	6/13/2022	8/8/2022	22
Bayer	4848 E 100 S. Durham, Indiana 46350 LA PORTE	Field 7302	6/13/2022	8/8/2022	22
Bayer	Snowberry Road Olive, Indiana 46552 ST JOSEPH	Field 7308	6/13/2022	8/8/2022	22
Bayer	68053–68499 Tamarack Rd. North Liberty, Indiana 46574 ST JOSEPH	Field 7323	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	E 100 S. La Porte, Indiana 46350 LA PORTE	Field 7326 - GPS Coordinates: 41.5898; - 86.655	6/13/2022	8/8/2022	22
Bayer	3100–3614 S County Road 400 E. La Porte, Indiana 46350 LA PORTE	Field 7328	6/13/2022	8/8/2022	22
Bayer	4702 Pumping Station Road La Porte, Indiana 46371 LA PORTE	Field 7330	6/13/2022	8/8/2022	22
Bayer	25401 Brick Rd. South Bend, Indiana 46628 ST JOSEPH	Field 7344	6/13/2022	8/8/2022	22
Bayer	51000–51998 Spruce Rd. New Carlisle, Indiana 46552 ST JOSEPH	Field 7351	6/13/2022	8/8/2022	22
Bayer	30927–31015 Chicago Trail New Carlisle, Indiana 46552 ST JOSEPH	Field 7352	6/13/2022	8/8/2022	22
Bayer	30300–30666 Chicago Trail New Carlisle, Indiana 46552 ST JOSEPH	Field 7353	6/13/2022	8/8/2022	22
Bayer	30442 Chicago Trail New Carlisle, Indiana 46552 ST JOSEPH	Field 7354	6/13/2022	8/8/2022	22
Bayer	30248 Darden Road Olive, Indiana 46552 ST JOSEPH	Field 7362	6/13/2022	8/8/2022	22
Bayer	52097 N Olive Rd. South Bend, Indiana 46628 ST JOSEPH	Field 7367	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	9808–10598 E County Road 300 S. North Liberty, Indiana 46554 LA PORTE	Field 7368	6/13/2022	8/8/2022	22
Bayer	61512 Crumstown Trail North Liberty, Indiana 46554 ST JOSEPH	Field 7369	6/13/2022	8/8/2022	22
Bayer	64500–64998 SR-23 North Liberty, Indiana 46554 ST JOSEPH	Field 7370	6/13/2022	8/8/2022	22
Bayer	Snowberry Road New Carlisle, Indiana 46552 ST JOSEPH	Field 7378 - GPS Coordinates: 41.731731, - 86.451287	6/13/2022	8/8/2022	22
Bayer	50301–50999 Rosewood Rd. New Carlisle, Indiana 46552 ST JOSEPH	Field 7379	6/13/2022	8/8/2022	22
Bayer	54154 Tulip Road Olive, Indiana 46552 ST JOSEPH	Field 7382 - GPS Coordinates: 41.7008; - 86.433	6/13/2022	8/8/2022	22
Bayer	28802 Chicago Trail New Carlisle, Indiana 46552 ST JOSEPH	Field 7383	6/13/2022	8/8/2022	22
Bayer	27000–27382 Alden Rd. New Carlisle, Indiana 46552 ST JOSEPH	Field 7384	6/13/2022	8/8/2022	22
Bayer	Histons Airport New Carlisle, Indiana 46552 ST JOSEPH	Field 7385; GPS Coordinates: 41.7155; - 86.433	6/13/2022	8/8/2022	22
Bayer	Darden Road New Carlisle, Indiana 46552 ST JOSEPH	Field 7386 - GPS Coordinates: 41.73728609, - 86.40738348	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	3605 S 400 E. Salem Heights, Indiana 46350 LA PORTE	Field 7388	6/13/2022	8/8/2022	22
Bayer	S 200 E. Salem Heights, Indiana 46350 LA PORTE	Field 7390 - GPD Coordinates: 41.5809,- 86.655	6/13/2022	8/8/2022	22
Bayer	2515 S. 200 E. Salem Heights, Indiana 46350 LA PORTE	Field 7391	6/13/2022	8/8/2022	22
Bayer	9972 E. 200 S. North Liberty, Indiana 46554 LA PORTE	Field 7393	6/13/2022	8/8/2022	22
Bayer	9704 E. 300 S. North Liberty, Indiana 46554 LA PORTE	Field 7394	6/13/2022	8/8/2022	22
Bayer	29001–29407 Rankert Rd. Walkerton, Indiana 46554 ST JOSEPH	Field 7405	6/13/2022	8/8/2022	22
Bayer	297 North Fall Road La Porte, Indiana 46350 LA PORTE	Field 7407	6/13/2022	8/8/2022	22
Bayer	S. 800 E. Fish Lake, Indiana 46382 LA PORTE	Field 7413; GPS Coordinates: 41.5610,-86.543	6/13/2022	8/8/2022	22
Bayer	25183–25273 US-20 South Bend, Indiana 46628 ST JOSEPH	Fiel 7414	6/13/2022	8/8/2022	22
Bayer	56718 Spirea Road New Carlisle, Indiana 46552 ST JOSEPH	Field 7415	6/13/2022	8/8/2022	22





H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	57182 Tulip Road New Carlisle, Indiana 46552 ST JOSEPH	Field 7440	6/13/2022	8/8/2022	22
Bayer	51579 Primrose Rd. South Bend, Indiana 46628 ST JOSEPH	Field 7460	6/13/2022	8/8/2022	22
Bayer	52050–52360 Primrose Rd. South Bend, Indiana 46628 ST JOSEPH	Field 7492	6/13/2022	8/8/2022	22
Bayer	53114 Spruce Road Plainfield, Indiana 46552 ST JOSEPH	Field 7500	6/13/2022	8/8/2022	22
Bayer	28500–28944 Osborne Rd. North Liberty, Indiana 46554 ST JOSEPH	Field 7502	6/13/2022	8/8/2022	22
Bayer	3009 West 700 North Leesburg, Indiana 46538 KOSCIUSKO	Field 13200	6/13/2022	8/8/2022	22
Bayer	3587 West 700 North Leesburg, Indiana 46538 KOSCIUSKO	Field 13201	6/13/2022	8/8/2022	22
Bayer	2021 West 600 North Clunette, Indiana 46538 KOSCIUSKO	Field 13203	6/13/2022	8/8/2022	22
Bayer	West 700 North Leesburg, Indiana 46538 KOSCIUSKO	Field 13204 - GPS Coordinates: 41.3316; - 85.853	6/13/2022	8/8/2022	22
Bayer	657 Turkey Creek Drive Milford, Indiana 46542 KOSCIUSKO	Field 13205	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	West 800 North Milford, Indiana 46542 KOSCIUSKO	Field 13206 - GPS Coordinates: 41.3426; - 85.863	6/13/2022	8/8/2022	22
Bayer	50 Waubee Road Milford, Indiana 46542 KOSCIUSKO	Field 13209	6/13/2022	8/8/2022	22
Bayer	8462 State Road 15 Milford, Indiana 46542 KOSCIUSKO	Field 13212	6/13/2022	8/8/2022	22
Bayer	8866 North Old State Road 15 Leesburg, Indiana 46542 KOSCIUSKO	Field 13213	6/13/2022	8/8/2022	22
Bayer	501-1393 E 750 N. Leesburg, Indiana 46538 KOSCIUSKO	Field 13214	6/13/2022	8/8/2022	22
Bayer	9246 North Old State Rd 15 Leesburg, Indiana 46542 KOSCIUSKO	Field 13215	6/13/2022	8/8/2022	22
Bayer	9001-10109 N 100 E. Milford, Indiana 46542 KOSCIUSKO	Field 13216	6/13/2022	8/8/2022	22
Bayer	118 E Mock Rd. Milford, Indiana 46542 KOSCIUSKO	Field 13219	6/13/2022	8/8/2022	22
Bayer	3812 North 100 East Warsaw, Indiana 46582 KOSCIUSKO	Field 13220	6/13/2022	8/8/2022	22
Bayer	2051 East 450 North Warsaw, Indiana 46582 KOSCIUSKO	Field 13221	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	1000-1254 E 900 N. Milford, Indiana 46542 KOSCIUSKO	Field 13241	6/13/2022	8/8/2022	22
Bayer	2121 East 950 North Warsaw, Indiana 46582 KOSCIUSKO	Field 13245	6/13/2022	8/8/2022	22
Bayer	County Road 1150 N. Milford, Indiana 46542 KOSCIUSKO	Field 13247 - GPS Coordinates: 41.387809, - 85.839984	6/13/2022	8/8/2022	22
Bayer	East 700 North Leesburg, Indiana 46538 KOSCIUSKO	Field 13248 - GPS Coordinates: 41.3388; - 85.825	6/13/2022	8/8/2022	22
Bayer	7406 North Harper Road Leesburg, Indiana 46538 KOSCIUSKO	Field 13252	6/13/2022	8/8/2022	22
Bayer	3254 W 600 N. Leesburg, Indiana 46538 KOSCIUSKO	Field 13255	6/13/2022	8/8/2022	22
Bayer	3899 West 500 North Warsaw, Indiana 46582 KOSCIUSKO	Field 13256	6/13/2022	8/8/2022	22
Bayer	12719-13045 NE Wawasee Dr. Syracuse, Indiana 46567 KOSCIUSKO	Field 13311	6/13/2022	8/8/2022	22
Bayer	1246 East 1025 South Union Mills, Indiana 46382 LA PORTE	Field 13312	6/13/2022	8/8/2022	22
Bayer	3458 W. Highway 6 Wawaka, Indiana 46794 NOBLE	Field 13313	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	11105 West 450 North Cromwell, Indiana 46732 NOBLE	Field 13314	6/13/2022	8/8/2022	22
Bayer	2111–2199 Townline Rd. Ligonier, Indiana 46767 NOBLE	Filed 13315	6/13/2022	8/8/2022	22
Bayer	1881 W Union St. Ligonier, Indiana 46767 NOBLE	Field 13316	6/13/2022	8/8/2022	22
Bayer	11000–11822 County Road 52 Syracuse, Indiana 46567 ELKHART	Field 13317	6/13/2022	8/8/2022	22
Bayer	West 950 N Ligonier, Indiana 46767 NOBLE	Filed 13318 - GPS Coordinates: 41.4860; - 85.639	6/13/2022	8/8/2022	22
Bayer	918–1090 Westwood Dr. Ligonier, Indiana 46767 NOBLE	Field 13319	6/13/2022	8/8/2022	22
Bayer	12840 Old State Road 15 Milford, Indiana 46542 KOSCIUSKO	Field 13320	6/13/2022	8/8/2022	22
Bayer	1410 W Union St. Ligonier, Indiana 46767 NOBLE	Field 13321	6/13/2022	8/8/2022	22
Bayer	72116–72190 County Road 133 Syracuse, Indiana 46567 ELKHART	Field 13322	6/13/2022	8/8/2022	22
Bayer	565 East 500 South La Porte, Indiana 46350 ELKHART	Field 13324	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	565 East 500 South La Porte, Indiana 46350 LA PORTE	Field 13324	6/13/2022	8/8/2022	22
Bayer	US Highway 6 Syracuse, Indiana 46567 ELKHART	Field 13325 - GPS Coordinates: 41.4515,- 85.655	6/13/2022	8/8/2022	22
Bayer	918-1090 Westwood Dr. Ligonier, Indiana 46767 NOBLE	Field 13326	6/13/2022	8/8/2022	22
Bayer	10228 County Road 46 Millersburg, Indiana 46543 ELKHART	Field 13327	6/13/2022	8/8/2022	22
Bayer	1711 West 750 North Ligonier, Indiana 46767 NOBLE	Field 13328	6/13/2022	8/8/2022	22
Bayer	9236 State Road 15 Leesburg, Indiana 46542 KOSCIUSKO	Field 13330	6/13/2022	8/8/2022	22
Bayer	North 300 West Leesburg, Indiana 46542 KOSCIUSKO	Field 13340 - GPS Coordinates: 41.3272; - 85.915	6/13/2022	8/8/2022	22
Bayer	3618 W 600 N. Leesburg, Indiana 46538 KOSCIUSKO	Field 13341	6/13/2022	8/8/2022	22
Bayer	7409 North Harper Road Leesburg, Indiana 46538 KOSCIUSKO	Field 13350	6/13/2022	8/8/2022	22
Bayer	8591 N Harper Rd. Leesburg, Indiana 46538 KOSCIUSKO	Field 13351	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	12965–13127 County Road 50 Syracuse, Indiana 46567 ELKHART	Field 13361	6/13/2022	8/8/2022	22
Bayer	US-33 Millersburg, Indiana 46543 ELKHART	Field 13362	6/13/2022	8/8/2022	22
Bayer	62544 County Road 131 Goshen, Indiana 46528 ELKHART	Field 13370	6/13/2022	8/8/2022	22
Bayer	15639 County Road 34 Goshen, Indiana 46528 ELKHART	Field 13371	6/13/2022	8/8/2022	22
Bayer	County Road 33 Goshen, Indiana 46528 ELKHART	Field 13372	6/13/2022	8/8/2022	22
Bayer	63646 County Road 31 Goshen, Indiana 46528 ELKHART	Field 13373	6/13/2022	8/8/2022	22
Bayer	West 400 Millersburg, Indiana 46543 ELKHART	Field 13374	6/13/2022	8/8/2022	22
Bayer	10520–10764 W 300 S Shipshewana, Indiana 46565 LAGRANGE	Field 13375	6/13/2022	8/8/2022	22
Bayer	4000–4298 S 1000 W. Millersburg, Indiana 46543 LAGRANGE	Field 13376	6/13/2022	8/8/2022	22
Bayer	10904 W 400 S. Millersburg, Indiana 46543 ELKHART	Field 13377	6/13/2022	8/8/2022	22



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	70027 State Road 15 New Paris, Indiana 46553 ELKHART	Field 13381	6/13/2022	8/8/2022	22
Bayer	4000-4298 S 1000 W. Millersburg, Indiana 46553 ELKHART	Field 13382 - GPS Coordinates: 41.487497, - 85.836119	6/13/2022	8/8/2022	22
Bayer	4000-4298 S 1000 W, Millersburg, Indiana 46543 ELKHART	Field 13383 - GPS Coordinates: 41.47852, - 85.838011	6/13/2022	8/8/2022	22
Bayer	69758 County Road 23 New Paris, Indiana 46553 ELKHART	Field 13384	6/13/2022	8/8/2022	22
Bayer	20001-20499 County Road 50 New Paris, Indiana 46553 ELKHART	Field 13388	6/13/2022	8/8/2022	22
Bayer	8866 North Old State Road 15 Leesburg, Indiana 46542 KOSCIUSKO	Field 14213	6/13/2022	8/8/2022	22
Bayer	South 400 West Hanna, Indiana 46382 LA PORTE	Field 38811; GPS Coordinates: 41.3664, - 86.775	6/13/2022	8/8/2022	22
Bayer	1303 E Division Rd. La Porte,, Indiana 46350 LA PORTE	Field 74071	6/13/2022	8/8/2022	22





H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Workers will perform assigned duties as instructed by their supervisor. The worker will walk down the aisles between the plants in the corn fields, for the purpose of detasseling seed corn, remove rogue plants, weeds and volunteer corn plants from seed corn production fields. The worker in order to perform this kind of work must be able to work outside for at least 6 hours a day in all kinds of weather and be in possession of the requisite strength and endurance, working quickly and skillfully with their hands. The employer will provide the tools necessary (if applicable) to perform the job described without charge to the worker. The employer will charge the worker for reasonable costs related to the workers refusal or negligent failure to return the tools or due to such workers willful damage or destruction of the tools. Other Requirements: Workers seeking employment under this job order must be available for the entire period requested by the employer.</p> <p>The employer retains the right to discharge any obviously unqualified worker, malingering, or recalcitrant worker who is physically able to complete the work, but does not demonstrate a willingness to perform the work necessary for the employer to grow a premium quality product, or for any other lawful reason.</p> <p>Sanitation Requirements: For food and general safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when working in agricultural crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields. All workers must report all injuries and illnesses to their employer. As well any communicable diseases such as, but not limited to diarrhea, or any other infectious disease or illness. Workers shall report immediately any cuts or abrasions that cause open bleeding. No tobacco, food, gum, candy, drink (other than water) or medication is allowed while working in the field. No jewelry, watches or fingernails longer than 1/8" are allowed. No open toe shoes or sandals are permitted. Glass bottles, drinking glasses, or any item made from glass are prohibited in the field. Improper hygiene will not be tolerated. Throw the used bathroom tissue into the toilet every time, then flush the toilet. Keep the restrooms, rest areas and portable facilities in the field clean for others.</p> <p>General Conditions: On the first work day, the employer will provide specific instructions and/or training (6 hours) in the proper way to perform the crop activity. Thereafter, the worker will be expected to perform the task with diligence as instructed. The employer may discipline and/or terminate the worker with notification to the job service local office if the worker fails to perform while maintaining the required quality standards after the provided training and acclimation period.</p> <p>The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools.</p>			

b. Job Offer Information 2

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications, and willingness to perform work described and confirm the intention to work the entire season; b) local workers confirm availability and reliable daily transportation to and from the job site for the entire season. Non-local workers confirm availability of transportation to job side to begin work; c) confirmation of full disclosure of all terms, conditions, and nature of work; d) confirmation of legal qualifications to work in the US. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if the employer discovers a criminal conviction record or status as a registered sex offender that the employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.</p> <p>All referrals are encouraged to contact their nearest career center for pre-employment screening before contacting the employer.</p> <p>All referrals are to be made to Carlos Gamez at 1110 W. Bell Street, Avon Park, Florida Telephone: 863-452-1230. Collect calls will not be accepted. Walk-in applicants will be accepted. The office hours are Monday thru Friday from 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 3:00 p.m. All local intrastate applicants may apply directly to the employer. AAll interstate applicants are encouraged but not required to first contact the nearest [one-stop] career center prior to contacting the employer for any updated information regarding the job prior to referral. For referrals from beyond normal commuting distance, an application may be sent to the employer or a telephone interview may be requested. The employer will contact all applicants who have submitted an application by phone to conduct an interview.</p> <p>Prior to referral, each worker should either read or have read to them a copy of the job offer and that they understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer, and should be available to work in any one of the listed job activities at the discretion of the employer, and workers must have transportation to the designated pickup location.</p> <p>All hired referred and walk-in applicants must bring with them documentation of identity and employment eligible documents (original documents only), sufficient to complete the I-9 Form within 3 days from the start of employment. All workers from within normal commuting distance recruited against this Job Order will not be provided housing and transportation.</p>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

c. Job Offer Information 3

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation:
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>For workers hired from beyond normal commuting distance, after completion of 50 percent of the work contract period, the employer shall reimburse the worker for costs incurred by the worker for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to work for the employer to the place of employment. The daily subsistence while in travel will be no less than \$14.00 per day without receipts, and up to \$59.00 per day with receipts as the maximum amount to be reimbursed. If the worker completes the work contract period, the employer will provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract, has agreed to pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer is not required to provide or pay for such expenses.</p> <p>For workers residing in the employer's housing, the employer will provide transportation between the worker's living quarters, and the employer's worksite and return without cost to the worker.</p> <p>The employer assures that all employer-provided transportation meets all applicable local, state, and federal requirements.</p>			

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Reasons for Termination - I
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Termination or Other Discipline: Employer may discipline and/or terminate the worker from their employment with notification to the Job Service local office if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow housing rules; (b) commits serious acts of misconduct; (c) malingers or otherwise refuses to work in accordance with directions or otherwise demonstrates that they are unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary; (e) fails to meet the established productivity standard indicated in the petition after the one-day (6 hour) training and 6-day acclimation period; (f) falsifies identification, personnel, medical or other work-related records; (g) commits acts of violence towards another employee or third party; (h) has a record of a criminal conviction or status as a registered sex offender that the employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.</p> <p>In general, with respect to Item A(b) above, "serious acts of misconduct" include but are not limited to one or more of the following: theft from the employer or other workers; fraud or falsifying work related records, intoxication during the work day; use of illegal drugs; disobeying a reasonable instruction given by the employer, supervisor or manager; abusing or threatening other employees or a supervisor or manager; spitting on another employee, using profanity or other demeaning words towards another employee; engaging in physical or verbal bullying or harassment of another employee engaging in conduct which physically harms another employee or damages the employer's or another worker's personal property.</p> <p>Five unexcused absences by the worker will be considered a job-related reason for worker termination. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and continuously that are reasonable under the working conditions. Each worker must clean their work area each day and dispose of trash and discarded items in provided receptacles. The employer will report workers who, a) voluntarily abandon employment before the end of the contract period, or b) workers who are terminated for cause, to the Chicago National Processing Center, and H-2A workers to the Department of Homeland Security, in writing or other approved method, not later than two (2) days after the abandonment or termination occurs.</p>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Reasons for Termination - II
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for five (5) consecutive working days without the written consent of the employer. The employer will not be responsible for providing or paying for transportation and subsistence expenses of absconders, and such absconders will not be entitled to the <math>\frac{3}{4}</math> guarantee.</p> <p>Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for workers that leave without providing notice, once address verification has been provided. It is imperative that workers provide a complete and accurate permanent address to the employer no later than the first day of employment. The employer has a no rehire policy for workers who fail to complete their contract of employment. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with the employer. Workers who abandon their employment without notice during the period covered by this work agreement also will be disqualified from future employment opportunities.</p> <p>Voluntary resignations before the specified ending date listed in this application may also disqualify the employee from future employment opportunities. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no rehire policy.</p>			

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Reasons for Termination - III
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>In the event of termination for medical reasons occurring after arrival on the job as a result of employment, or in the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.</p> <p>Pursuant to DOL regulations at 20 CFR 655.122(o), if, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the Certifying Officer. In the event of contract impossibility, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination. The employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not available, the employer will: (1) Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the workers next certified H-2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expensed to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence will be computed as set forth in subparagraph (h) of 20 CFR § 655.122. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved.</p>			

H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor



**H. Additional Material Terms and Conditions of the Job Offer**

g. Job Offer Information 7

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workplace Standards and Rules - I
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Alta Citrus expects all employees to adhere to the standards and expectations for conduct ("Work Rules") which it believes are necessary for the company's safe and efficient operations.</p> <p>The Work Rules listed below, and others that may be established from time to time, are not all-inclusive. These standards are only examples of the types of prohibited conduct for which employees may be disciplined or terminated. They are published to provide a general understanding of what your employer considers to be unacceptable conduct. The employer may impose disciplinary action in those instances where management decides such action is appropriate up to and including termination of employment for cause.</p> <ol style="list-style-type: none"><li>1. Failure to perform work assigned by a supervisor or manager, consistent with the terms of your contract.</li><li>2. Falsification of company records or documents, or other material forms of dishonesty, fraud, theft, or the misuse of property.</li><li>3. Leaving the farm property during scheduled working hours without the permission of your supervisor or manager.</li><li>4. Deliberately abusing, destroying, damaging, or defacing farm property, tools and/or equipment, including the personal property of others.</li></ol>			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workplace Standards and Rules - II
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>5. Taking part in any conduct which may endanger health or safety of fellow employees or bring discredit to employer, its supervisors or managers.</p> <p>6. Improper or illegal use of alcoholic beverages, illegal drugs, controlled substances, or prescribed medications.</p> <p>7. Failure or refusal to cooperate in a company investigation.</p> <p>8. Improper behavior in performing your job.</p> <p>9. Violation of the employer's policies or procedures – including but not limited to housing rules of occupancy – which have been established to protect the employer's property and equipment, as well as to help safeguard the health and safety of its employees.</p> <p>10. Tolerating, participating in, or initiating an event or act that is reasonably considered to be threatening verbal or written behavior or workplace violence. This type of prohibited conduct may include engaging in verbal or harassing conduct or behavior towards a co-worker.</p> <p>11. Engaging in verbal or prohibited acts of prohibited employment discrimination or retaliation against another employee.</p> <p>12. Possessing cell phones inside work areas such as the fields, groves, orchards and/or packing facility. Cell phones must be left during working hours in the bus, van or at the housing facilities.</p>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules - I
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> General: 1. Keep house Clean 2. Sweep all floors daily 3. Mop all floors weekly 4. Do not leave trash in yard 5. DO NOT DAMAGE HOUSE 6. No loud music or parties after dark 7. Do NOT leave A/C on during the day 8. Do not cover/remove smoke alarms 9. Do not remove heaters/fire extinguishers from home 10. Do not use extension cords 11. Do not remove/tear screen on doors/windows 12. No fighting or weapons will be allowed 13. No alterations to units are allowed 14. No consumption of alcohol or illegal substances are permitted  Bathroom: 1. Flush toilet paper after every use 2. Place toilet paper, after use, in toilet before flushing. Don't put in waste basket. 3. When dirty, clean off surfaces: top of toilet bowl, sink and shower 4. Take out waste basket when full  Bedroom: 1. Make your bed 2. Do not take beds apart or move beds 3. No guest allowed staying overnight 4. Keep personal belongings in own space 5. No food is allowed to be stored in bedrooms			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules - II
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> This housing is being offered to you by your employer as an extra benefit from this company. You have to be employed by this company to be permitted to live in the housing provided. Nonemployees are not allowed to stay at the worker housing. The tenancy is from week to week. In the event that your employment ceases, workers will have reasonable time to find alternative housing.  Your housing unit can be and will be inspected by a company representative weekly or monthly by the Department of Health. These inspections are to help assure that all housing units are maintained in healthy and neat conditions.  <b>**IMPORTANT</b> You are responsible for ALL damages done to your housing unit during your stay. Any damages that are not caused by normal wear and tear will be deducted from your pay. Continuous violations of the housing rules can result in your termination of employment as well as your right to live at the housing provided by the company.  <b>NOTE:</b> The Company makes a big effort in finding good and secure housing for everyone's convenience. It is important that you avoid leaving valuable items as well as money in the housing units when you leave. The company will be not responsible for any stolen items from the housing units.			

H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor



**H. Additional Material Terms and Conditions of the Job Offer**

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Anticipated Range of Hours:
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Six (6) hours per day, Monday through Saturday, is normal. However, the worker may be requested but not required to work additional hours per day and the Sabbath and/or federal holidays and Sunday depending upon the conditions of the crop, weather, maturity of the crop and market conditions. All workers will be required to take a one-hour lunch period in order to rest and eat their noon meal.			

l. Job Offer Information 12

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			